

**AGREEMENT**

**Between**

**FRANKLIN PIERCE SCHOOL DISTRICT**

**and**

**FRANKLIN PIERCE  
EXTRA-CURRICULAR ATHLETIC AND ACTIVITIES  
ASSOCIATION (FPEAAA)**

**TERM: September 1, 2024 - August 31, 2027**

## TABLE OF CONTENTS

Preamble.....	1
Article 1 - Recognition .....	1
Article 2 - Rights .....	1
Article 3 - Grievance Procedure .....	3
Article 4 - Employee Evaluation .....	6
Article 5 - Student Behavior and Team Conduct .....	6
Article 6 - Equipment Maintenance/Purchases/Training and Facility Use .....	7
Article 7 – Assignments, Vacancies, and Hiring Procedures.....	8
Article 8 - Length of Season (Extended Season) .....	9
Article 9 - Job Descriptions and Pre/Post Season Conference .....	10
Article 10 – Maintenance and Safety.....	10
Article 11 - Salary and Salary Payments .....	10
Article 12 - Employee Protection .....	12
Article 13 - Training .....	12
Article 14 - Status of Agreement .....	13
Article 15 - Conformity to Law .....	13
Article 16 - Distribution of Agreement.....	13
Article 17 - Duration.....	13
Appendix A - Salary Schedules.....	15
Appendix B - Evaluation for Coaches .....	17
Appendix C - Indicators of Evaluative Criteria for Coaches.....	20
Appendix D - Assistant Coach Performance Feedback Form .....	23
Appendix E - Extra Work Pay Criteria .....	24
Memorandum of Understanding – KMS coaching schedule.....	25

## **PREAMBLE**

In order to effectuate the provisions of RCW 41.56, the Public Employees' Collective Bargaining Act (hereinafter the ACT); and to set forth prescribed rights with respect to wages, hours, terms and conditions of employment of the employees who hold extracurricular positions in the Franklin Pierce School District (District) which do not require OSPI certification, this Agreement is made and entered into this 1<sup>st</sup> day of September 2022, by and between the District and the Franklin Pierce Extra-Curricular Athletics and Activities Association (Association or FPEAAA).

## **PART I – DISTRICT/ASSOCIATION RELATIONSHIPS**

### **ARTICLE 1 RECOGNITION**

- 1.1 The District hereby recognizes the Franklin Pierce Education Association as the exclusive bargaining representative for all employees who hold extra-curricular supplemental positions in the Franklin Pierce School District that do not require OSPI certification excluding casual and confidential employees.
- 1.2 The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees, and to no other organization(s) representing any portion of the unit or potential member of the unit.
- 1.3 Unless the context in which they are used clearly requires otherwise, words in this Agreement denoting gender shall include both the masculine and feminine; and words denoting number shall include both the singular and plural; and the word “day(s)” shall mean school days during the school year and all weekdays, except holidays, during the remainder of the year.

### **ARTICLE 2 RIGHTS**

#### **Section 2.1 Rights of Employees.**

- (A) The District agrees that it shall not unlawfully discriminate against any employee by reason of race, creed, ancestry, religion, color, national origin, sex, gender, gender expression and identity, sexual orientation, marital or familial status, age, due to any sensory, mental, or physical disability, use of trained guide dog or service animal, or membership in the Association. The District shall not discriminate by reason of domicile.
- (B) The private and personal life of an employee is of no concern to the District except to the extent that it interferes with the employee carrying out their responsibilities within the District.
- (C) An employee, at their option shall be entitled to have present a representative of the Association during any meeting called by the District, or an authorized agent of the District, wherein the employee has a reasonable expectation that they might be disciplined or penalized.
- (D) Employees shall not be disciplined without just cause. Any action taken against an employee shall be appropriate to the behavior which precipitates said action. Formal discipline shall be in private. The specific grounds forming the basis for any disciplinary action shall be provided to the employee, in writing, prior to any formal disciplinary action. Any complaint or accusation made against an employee which could result in disciplinary action or have an adverse impact on the employee's evaluation will be called to the attention of the employee within ten (10) working days. Not returning

an employee to a position or stipend for the next season or activity shall not be construed as discipline.

- (E) Each employee shall have the right to inspect their own personnel file at any reasonable time. The employee shall have access to all material in the file except those items from the confidential college placement file. Non-confidential file material shall be reproduced for the employee if requested. The employee shall pay for the expense of such reproduction. The District shall send the appropriate employee a copy of any letters of complaint within ten (10) working days of receipt of said complaint and, if such letter is placed in the personnel file, the employee may answer the complaint and attach the answer to the letter. All derogatory materials from the employee's personnel file shall be removed at the request of the employee three (3) calendar years after the letter is placed in the file except those items disallowed under State statute. This provision shall not be construed to prohibit the District from maintaining records of investigations or discipline in files other than the employee's personnel file, nor shall this provision be construed as a limitation on matters which may be considered by the District or an arbitrator in determining the appropriate level of discipline for an act of employee misconduct. Such request must be made in writing to the Director of Human Resources. The employee's annual evaluation shall be exempt from this provision. Employees shall have the right to respond, in writing, to any material contained in their personnel file. Materials gathered, as a result of an investigation, shall not be placed in the employee's personnel file until the investigation is concluded.
- (F) Investigations of employees resulting from complaints or accusations made against them shall be completed within thirty (30) days of the incident giving rise to the investigation except in cases involving outside agencies, lack of employee cooperation, or other circumstances beyond the District's control. Nothing herein shall be construed to limit the District's authority to determine whether to offer a new contract to an employee in a subsequent season.
- (G) During the term of this agreement the FPEAAA and members of the bargaining unit, as individuals or as a group, shall not initiate, cause, permit or participate in any strike, work stoppage, slow down, picket or any other restriction of work against the District. Employees, while acting in the course of their employment, shall not honor any picket line established at or around any District property. Disciplinary action, including discharge may be taken by the District against employees violating this Section.
- (H) Each employee shall comply with the school and District rules, policies, and regulations, as well as WIAA standards for students and staff. Coaches and activity advisors shall maintain WIAA certification as a condition of employment.
- (I) A head coach who receives notice that their coaching assignment will not be continued for the next year may appeal the decision to the District's Superintendent. To do so, within ten (10) calendar days of receiving notice that their coaching assignment will not be continued, they must submit a letter to the District's Superintendent stating the basis for the appeal. The Superintendent will hear the appeal within ten (10) calendar days. If the Superintendent is unavailable within the specified time frame, the parties may mutually agree to extend the timeline if necessary. The head coach may invite a union representative to attend the meeting with the Superintendent. The Superintendent's decision will be final.
- (J) Coaches who are also certificated employees shall not be required to attend more than two after school district/building meetings per month outside their contracted workday if such meetings conflict with the coach's practice. After gathering input from coaches, principals shall determine at the beginning of each season which two meetings coaches will be expected to attend each month. This prohibition does not apply to IEP meetings or other necessary meetings with parents and students. Nothing herein shall relieve a certificated staff member of their responsibility to obtain and learn materials provided in such meetings.

Coaches will not be required to arrange or provide supervision of students during PLC or any other required meetings. Should supervision of athletes during meeting time necessitate additional athletics-funded hours for classified coaches, such hours shall be granted by the District Athletic Director or designee with prior approval.

Mandatory (non-elective) content meetings conducted by Teaching and Learning shall not be scheduled during the first week of a sports season.

- (K) The Association President or their designee shall meet with the Superintendent or their designee at least quarterly to review implementation of this Agreement and/or to discuss such other matters as might be of mutual concern.

At these meetings proposed changes in District policies, regulations, procedures, etc., may be raised by either the District or the Association so as to obtain or express the considered professional judgment of the Association with respect to the proposed changes. Such policies, regulations, procedures, etc., shall not be grievable unless they constitute a specific violation, misapplication or misinterpretation of a specific provision(s) of this Agreement.

- (L) The District shall take appropriate measures to avoid workplace intimidation and harassment from outside sources, students, and other District personnel. Upon receiving a notice from a member of the bargaining unit of harassment, the District will look into the matter in a timely manner and provide appropriate supports.

## **Section 2.2 Rights of District**

The customary and usual rights, powers, functions, and authority of management are vested in management officials of the District, excepting where the District expressly and in specific terms has agreed to limit those rights in this agreement. Included in these rights in accordance with applicable laws and regulations are the right to direct the work force, the rights to hire, promote, retain, transfer and assign employees in positions; the right to suspend, discharge, demote or take other disciplinary actions against employees; and the right to release employees from duties because of lack of work or other legitimate reasons. The District shall retain the right to maintain efficiency of the District operations by determining the methods, the means, and the personnel by which such operation is conducted.

The right to make reasonable rules and regulations shall be considered acknowledged functions of the District. In making rules and regulations related to personnel policies, procedures and practices, and matters of working conditions, the District shall abide by the rights of the Association and the employees and to the obligations imposed by the Agreement.

## **Section 2.3 League Changes**

Should the District change league membership which impacts the working conditions of FPEAAA members, the District shall offer to bargain the impact.

## **ARTICLE 3 GRIEVANCE PROCEDURE**

**Section 3.1 Purpose.** The purpose of the grievance procedure is to provide orderly and expeditious means for resolving problems or grievances at the lowest possible level.

### **Section 3.2 Definitions.**

“Grievance” shall mean a claim by an employee that there exists a violation, misinterpretation, or misapplication of a specific provision(s) of this Agreement.

“Grievant” shall mean an employee in the bargaining unit, except as provided in Section 3.3.

“Days” shall mean school days during the school year and all weekdays, except holidays, during the remainder of the year.

“Time Limits” shall be considered maximum except that both parties may mutually agree in writing to extend such limits with respect to any particular grievance. If time limits are not met by a grievant, the grievance shall be considered waived. If time limits are not met by the District, the grievant shall have the right to proceed to the next level of the grievance procedure.

**Section 3.3 Association Grievances.** The Association shall have the right to grieve any violation, misapplication, or misinterpretation of any provision(s) involving the Association. Such grievances shall be filed at Step 2 of the grievance procedure.

**Section 3.4 Informal Discussion.** Any employee having a problem concerning a violation, misinterpretation, or misapplication of this Agreement shall, within twenty (20) days of the time the employee had knowledge of or should have had knowledge of the problem, discuss the problem informally with the principal or appropriate immediate administrator and shall set forth the provision(s) believed to be violated, misinterpreted, or misapplied. In the event the problem is not resolved informally in the discussions with the immediate administrator, the employee may, within thirty (30) days of the time the employee had knowledge of or should have had knowledge of the problem, take the matter up as a grievance as outlined in Section 3.5.

**Section 3.5 Grievance Procedure.** The following sets forth steps to be followed when attempting to resolve grievances:

**STEP 1:** In the event the problem is not resolved informally, as set forth in Section 3.4, it shall be reduced to writing and submitted to the appropriate administrator as a grievance within thirty (30) days of the time the grievant had knowledge of, or should have had knowledge of, the problem giving rise to the grievance. The written grievance shall state the fact(s) upon which it is based, the issue(s) involved, any Agreement provisions allegedly violated, and relief sought.

A meeting between the grievant and the administrator shall be held to resolve the grievance within ten (10) days following receipt of the written grievance by the administrator. The administrator must respond to the written grievance within 10 days following this meeting.

**STEP 2:** In the event the grievant is unsatisfied with the disposition of the grievance at Step 1, or in the event no decision is reached within ten (10) days after the presentation of the grievance, the grievant and/or the Association may, within five (5) days thereafter, refer the matter in writing to the District Superintendent, either by registered mail or in person.

- (A) If the Association decides not to pursue the grievance, it shall so notify the grievant and the District Superintendent in writing, and the matter, insofar as the Association is concerned, is terminated.
- (B) An Association representative and the grievant, in pursuing the grievance on behalf of the grievant, shall meet with the Superintendent and/or their designated representative(s) within ten (10) working days of the Superintendent’s receipt of the notice in an effort to resolve the grievance. The Superintendent or their designee shall issue a written response to the grievance within fifteen (15) days following this meeting.
- (C) Time limits, as set forth in this section, shall also apply when an employee is acting on their own behalf.

**STEP 3:** In the event the grievant is unsatisfied with the disposition of the grievance at the conclusion of Step 2, said grievant may refer the matter to arbitration as provided below. If the grievant is unsatisfied with the disposition of Step 2 of the grievance procedure, the grievant may, within ten (10)

days, and with the consent of the Association, submit the matter to arbitration. Notice of intent to arbitrate shall first be provided to the District in writing. Except for Association grievances as defined in Section 3.3, submission of any grievance to arbitration shall require the grieving employee's consent.

Any grievance relating to interpretation or application of the specific provision(s) of this Agreement may be submitted to arbitration unless excluded by the other provisions of this Agreement or this Article.

**Section 3.6 Arbitration.** To effectuate arbitration, the Association shall request within the ten (10) days a list of arbitrators from the Public Employment Relations Commission (PERC), the Federal Mediation and Conciliation Service (FMCS), or the American Arbitration Association (AAA), in accordance with their rules governing arbitrator selection. The Association and the District may also otherwise agree to an arbitrator. The scope of the arbitrator's authority shall be limited to grievances arising from specific provisions of the Agreement, and the arbitrator shall be without authority to add to, subtract from, or alter any of the terms of the Agreement. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law.

The arbitrator shall render a decision within thirty (30) calendar days following the conclusion of the arbitration hearing or submission of any post-hearing briefs. The parties shall have ten (10) days in which to submit such briefs.

Each party shall bear its own costs of arbitration, except that the cost of the arbitrator, court cost, (reporter, hearing room, etc.) shall be shared equally by the District and the Association.

The decision and/or award shall set forth the arbitrator's findings of fact, reasoning, and conclusions on the issues submitted and shall be final and binding on all parties.

The Arbitrator shall have no power or authority to rule on any of the following:

- (a) A decision not to continue a supplemental contract except in the case of a procedural error.
- (b) The content of an employee's evaluation except in the case of a procedural error.

**Section 3.7 Representation.** The grievant shall have the right to have representation by the Association at any step in the formal grievance procedure. Nothing contained herein shall preclude an employee from presenting their grievance to the District and resolving such grievance through Step 2 without intervention of the Association. The District shall provide copies of such written grievances to the Association, advising it of meetings pertaining to resolution of the grievances so the Association may attend and make its views known.

The District shall honor any reasonable request from the Association, and the Association shall honor any reasonable request from the District, for information pertinent to the investigation, processing, or resolution of a grievance.

**Section 3.8 Released Time.** Should the investigation or processing of any grievance require an employee to be released from their regular assignment, they shall be released and the Association shall compensate the District for all required substitute costs, except if such request for released time is made by the District. Grievance hearings and meetings will take place outside of the regular workday or by mutual agreement of the parties.

**Section 3.9 Confidentiality and Good Faith.** The Association and the District recognize that confidentiality and good faith are key elements to a successful grievance procedure. Accordingly, both pledge themselves to participate in good faith and to require the parties involved to limit the number of additional persons knowing the names of the grievant to those necessary to a successful resolution.

**Section 3.10 No Reprisals.** There shall be no threats or reprisals of any kind by the Association or its members against any employee who does not wish to file a grievance or settle a grievance or who

appears as a witness or gives testimony in the grievance procedure. There shall be no threats or reprisals of any kind by the District against any party due to their involvement in the grievance procedure.

**Section 3.11 Separate Files.** All documents, communications, and records dealing with processing of a grievance shall be filed separately and not in any of the individual's personnel files.

## **PART II - GENERAL CONDITIONS**

### **ARTICLE 4 EMPLOYEE EVALUATION**

The evaluation instrument and indicators attached (Appendix B and C) shall be used in accordance with the following procedures:

- 4.1 All head coaches will be evaluated in writing for each sport coached each year. Each coach will be advised of who their evaluator will be within 10 workdays following the start of the season. The employees will be observed in a variety of coaching responsibilities. The evaluation will be provided to the employee within thirty (30) days after the sport's last contest. For those coaching spring sports, the evaluation will be provided to the employee within thirty (30) days after the sport's last contest or by the last day of school. At the evaluation conference, the coach is encouraged to discuss items such as budget, staffing, equipment, facilities, etc.
- 4.2 The athletic director, building principal, assistant principal or administrative designee is the person with primary responsibility for the evaluation of coaches. It is understood that the person assigned as the primary evaluator as outlined in Section 4.1 will be responsible for completing the final evaluation. It is understood that evaluators may receive support from other building or District administrators.
- 4.3 The evaluator is not required to include written comments on the evaluation unless a category on the evaluation is marked "unsatisfactory."
- 4.4 The employee's signature on the evaluation form indicates that they have received the evaluation; it does not necessarily imply agreement. The employee may submit a response to the evaluation. The response will be included in the employee's personnel file.
- 4.5 Assistant coaches will be provided written feedback on their work performance via Appendix D on an annual basis, including areas of strength and areas for growth. Head coaches shall provide the evaluator with feedback related to assistant or volunteer coach performance upon request but shall not be assigned to evaluate or take personnel actions with regard to assistant coaches.
- 4.6 Whenever the District has a concern about a head coach's performance that could result in a non-renewal, the head coach will be notified as soon as possible after the District becomes aware of such concern, in order to provide the coach with an opportunity to improve. The District will provide the head coach with a list of concerns and work with the coach to meet expectations.

### **ARTICLE 5 STUDENT BEHAVIOR AND TEAM CONDUCT**

- 5.1 The Guide for Student Athletes will be distributed to each bargaining unit member at the beginning of the season. Bargaining unit members who coach more than one sport will receive the Guide once per year. Input by coaches on the Guide for Student Athletes shall be solicited by the District on a yearly basis.

In accordance with state law and District procedure, each employee has the authority to use prudent disciplinary measures for the safety and well-being of students and staff, provided that: (1)



the employee has followed established District policy and procedures, and (2) the employee, when appropriate, provides supporting documentation of behavior that led to the incident and efforts made to correct the behavior.

The Administrators shall work with employees in their efforts to maintain appropriate student behavior standards in the District and during extra-curricular activities, including while being transported to and from those activities. Should a student athlete face any transportation-related discipline, the head coach shall be promptly informed. The District shall promptly respond to all employees' requests regarding student behavior problems.

- 5.2 The District shall provide supervision (building administrator or designee) at all home events/games/contests held at District schools, pursuant to league requirements. At events/games/contests where supervision is required herein, coaches shall not be expected to supervise spectators, and supervision (excluding coaches) shall remain present at the event until all spectators have left. Coaches will assist by ensuring that team members and coaches leave contests in a timely manner. Coaches may not leave any events/games/contests until all team members have left or been picked up. However, prior to the first event/game/contest, head coaches shall be provided with the contact information of the relevant building Athletic Coordinator and all relevant building administrators as well as the relevant school's Contest Conduct Plan. When athletes are not picked up from events/games/contests in a timely manner, coaches should call the building Athletic Coordinator and/or building administrator to initiate the standard district protocol.
- 5.3 The District shall make every effort to transport students from the same school, participating in the same sport on a single bus. Head and assistant coaches are generally expected to ride the bus with students to offsite contests. In all circumstances, there must be a paid coach on the bus with student athletes while traveling to and from offsite events/games/contests. In the event that a head coach will not be riding a bus, the building Athletic Coordinator shall be informed. Coaches who are otherwise employed by the District, and who are unable to ride the bus due to required work activities that extend their regular work day, shall be provided a district vehicle or paid mileage at the IRS rate. This shall not apply to coaches who are unable to ride the bus because their regular work hours conflict with coaching duties.
- 5.4 The District shall ensure that paid coaches have access to team roster information in the District's student information system, which will include access to their athlete's grades, attendance, and individual health plans (IHPs) if applicable.
- 5.5 Coaches may propose additional team conduct requirements beyond established WIAA rules or District policy to the District Athletic Director or designee. If approved, such requirements may be implemented with prior written notice to athletes and families/guardians.

## **ARTICLE 6 EQUIPMENT MAINTENANCE/PURCHASES/TRAINING AND FACILITY USE**

- 6.1 Each year, prior to April 30<sup>th</sup>, head coaches may submit to the District Athletic Director or designee a prioritized list of equipment needs. Coaches and FPEAAA shall be provided with an electronic list of prioritized purchases no later than July 31<sup>st</sup> of the same year. When purchasing equipment and maintaining facilities, equipment and facilities necessary for safety or to be used in competitions shall be prioritized.
- 6.2 The District Athletic Director or designee will work with the Athletic Coordinators, with input from coaches, to establish a District-wide uniform rotation schedule and secure storage for District equipment and uniforms. The rotation schedule shall be published and distributed to every coach by October 1<sup>st</sup> of every year. The schedule will include the dates of known past purchases and the next scheduled purchases for each individual sport.

The District shall provide a list of all District-funded equipment purchases from the previous year to all head coaches and FPEAAA by October 1<sup>st</sup> of every year. The building Athletic Coordinator shall

communicate to each head coach the budget process and funds available prior to the start of their season. Each sport will receive an annual minimum budget for minor/seasonal equipment purchases and may be rolled over from year to year.

Major equipment purchases shall be fair and equitable for all sports, taking into account the unique needs of each sport and factors such as student safety.

Coaches shall be responsible for tracking and collecting uniforms at the end of each season.

### **6.3 Use of Facilities**

The District will provide an accounting of revenue generated from the use of athletic facilities to FPEAAA by October 1<sup>st</sup> each year.

6.4 Priority for the scheduling of District facilities shall first be given to District practice sessions, make-up games, extended seasons or team-related activities before other outside organizations. Prior to scheduling athletic facility use for outside organizations, an opportunity will be provided for head coaches and building Athletic Coordinators to submit requests for dates of use for District teams. In order to establish priority for facility usage, Fall schedules must be submitted by June 1, Winter schedules must be submitted by October 1, and Spring schedules must be submitted by February 1.

6.5 The District shall not rely on coaches to operate competition specific equipment (including, but not limited to scoreboard, scoring, public announcement system) unless all other options are exhausted. In the event that coaches will be required to operate competition specific equipment, training shall be provided to the coach(es) prior to the first competition of the season.

6.6 The District shall provide keys (and/or gate/facilities keys/access codes) to ensure coaches have access to buildings/facilities needed to perform coaching duties (including off season training).

## **ARTICLE 7 ASSIGNMENTS, VACANCIES, AND HIRING PROCEDURES**

7.1 Appointments to coaching and extra-curricular positions covered by this Agreement are on a yearly or seasonal basis.

7.2 Hiring for Athletic Coaches

### **A. Notice**

1. Employees assigned to coaching assignments shall have their appointments reviewed each year by the building administrator. Within 20 workdays following the end of the athletic season or by June 30, for those coaching spring sports, the building administrator or designee will notify the coach if they will be asked to return in the same position for the next year. For those coaching spring sports, a good faith effort will be made to notify the coach by the last day of school. If a person is informed that they will not be returning, the administrator will provide the rationale in writing.
2. If an employee in a non-athletic position will not be continued in the position for the next year, the administrator will provide the employee with notice of the decision and the reason(s) for it in writing by the last day of school.
3. Except in extenuating circumstances, a person in a position covered by this Agreement who does not want to continue in the same position for the next school year will notify their supervisor, in writing, within 30 workdays following the end of

the athletic season or by the last day of school for those coaching spring sports.

**B. Posting Vacancies**

1. All vacant head coaching positions will be posted inside and outside of the District through the regular personnel requisition process. The building administrator or designee and/or Athletic Coordinator/Director will screen the applicants. Interviews will be conducted as determined by the building administrator. At least one (1) current head coach from the building will have the opportunity to be a member of the hiring team. Administrators, Athletic Directors and/or Athletic Coordinators shall not count as the one (1) head coach on the hiring team. Vacant assistant coaching positions will be posted as determined by the building administrator in consultation with the head coach.
2. Head coaches may recommend assistant coach hires to the building administrator and Athletic Coordinator and shall be on the hiring team. If the District declines to hire an assistant recommended by a head coach, the District will provide an explanation to the head coach.
3. Open positions shall be posted within thirty (30) days of the District's decision to fill a vacancy.

**C. Hiring Procedures for Coaches**

1. In-District bargaining unit members and in-building employees who apply for a coaching position and meet the minimum qualifications for the position will be guaranteed an interview; provided, that if more than three (3) applications are received, the District may limit interviews to the three (3) most qualified applicants.
2. Interviews for coaching assignments will be separate from interviews for teaching and other positions.

**7.3 Certificated Coaches**

Certificated employees who are also members of FPEAAA will not generally miss certificated contract time to coach, unless authorized by their building administrator.

**7.4 Assistant Varsity Coaches**

High school sports may be provided an assistant varsity coach based upon a demonstrated need.

- 7.5** In the event that enough eligible students try out for a sport such that a C-Team can be created, the District shall make a good faith effort to find a C-Team coach for that sport, on a season-by-season basis.

**ARTICLE 8 LENGTH OF SEASON (Extended Season)**

Coaches, athletic trainers and cheerleading advisors whose teams participate in extended seasons because of WIAA sanctioned post-season activities will be compensated in the following manner:

- A. For high school team sports (football, basketball, soccer, volleyball, baseball, and fastpitch), coaches and athletic trainers are eligible for extended season pay if, at the end of the regularly scheduled season the team has the potential of elimination prior to a league playoff, tournament or meet, and gains entrance to the league playoff, tournament or meet.

- B. For high school individual sports (golf, cross-country, tennis, track, and wrestling), coaches are eligible for extended season pay at the conclusion of the league tournament when an athlete gains entrance to the district or regional tournament.
- C. Coaches will be paid at a per diem rate based on their stipend and the length of the season (stipend divided by 45). Cheerleading advisors will be paid at a per diem rate based on their stipend and the length of the season (stipend divided by 90). Athletic trainers will be paid at a per diem rate based upon their stipend (stipend divided by 156). Coaches who participated in high school team sports as identified in section 8A during the regular season will be eligible for postseason pay, provided that they participated fully in all regular season practices and contests and will provide supervisory support at the contest and have event-specific responsibilities.
- D. Extended season compensation will be paid for practice and event days only.
- E. Teams whose post-season activities are not continuous with the regular season will be compensated for WIAA-sanctioned practices prior to the contest.
- F. When middle school track and/or wrestling coaches are required by the league to host the league tournament, the head coach in the sport will be provided a \$350 stipend for organizing the event and the assistant coach(es) will be provided a \$200 stipend for organizing the event. Each year the coaches participate in the league tournament, they will each receive a \$200 stipend.
- G. All teams, or individual athletes, who qualify for postseason play as defined in this section, will be given \$15 per meal per qualified athlete/coach per day, for each post season contest or travel day. This includes alternates and other pre-approved athletes.

**ARTICLE 9 JOB DESCRIPTIONS AND PRE/POST SEASON CONFERENCE**

- 9.1 When job descriptions are created, input will be sought from coaches and class advisors.
- 9.2 The building Athletic Coordinator shall conduct both a pre-season and post season conference to discuss items such as budget, staffing, equipment, facilities, etc. with head coaches.

**ARTICLE 10 MAINTENANCE AND SAFETY**

- 10.1 The District shall maintain athletic facilities in a condition that is reasonably safe for the purposes intended. The District shall provide a checklist for head coaches to fill out with any safety concerns. Upon receipt, such concerns shall be provided to the Maintenance department immediately. Head coaches will notify the Athletic Coordinator in writing of any necessary maintenance issues and shall be provided information on the status of work orders upon request. The building Athletic Coordinator shall meet with Head Coaches prior to the beginning of the season to develop a maintenance schedule for that facility and/or field.

**PART III SALARY MATTERS**

**ARTICLE 11 SALARY AND SALARY PAYMENTS**

- 11.1 Salaries for employees subject to this Agreement are contained in Appendix A of the contract. Salaries contained therein shall be increased in the 2024-2025 school year by the state funded inflationary adjustment (IPD, CPI, etc.). For both the 2025-2026 and 2026-2027 school years, salaries shall be increased by the state-funded inflationary adjustment (IPD, CPI, etc.) plus 0.5%.

- 11.2 When supplemental contract positions are known, a good faith effort will be made to issue contracts to the employee to facilitate the beginning of payment by the end of the September pay period. This only applies to certificated employees paid on a stipend basis.
- 11.3 The following provisions apply to athletic coaches:
- a. All coaches new to the District shall receive full public school and accredited private school experience credit as stated below.
  - b. Any coach moving down in the same sport shall retain accumulated experience gained in that sport.
  - c. Any retired coach who returns to coaching shall retain previously accumulated District experience.
  - d. Any coach making a move in the same sport shall retain full accumulated experience.
- 11.4 Increment steps shall take effect on September 1 of each year during the term of this Agreement.
- 11.5 Classified employees eligible for coverage by the Fair Labor Standards Act in their regular Franklin Pierce School District employment shall receive overtime pay at time and one-half for all hours (including regular and extra-curricular hours) worked in excess of forty (40) hour week. For Franklin Pierce certificated employees, salaries will be paid as a stipend based on the regular season.
- 11.6 Extra-curricular and activities stipend compensation shall be paid monthly, quarterly or at the conclusion of the activity as designated by the employee. Classified employees must turn their completed time sheets in by the published payroll cut-off date each month to be paid that month. Timesheets not submitted by the payroll cut off date will be paid in the following month. Hours worked in excess of the designated hours must receive prior approval from the District Athletic Director or designee.
- 11.7 In the event of a levy failure or significant loss of state or federal funds, the parties shall meet to discuss the impact, if any, on athletics and employees covered by this agreement.
- 11.8 The District shall post for and attempt to hire at least two (2) full time Athletic Trainers who will be responsible for providing on-site aid with practices, safety, recuperation, and games. If the District is not successful in recruiting a qualified athletic trainer for each high school after posting the position, the District, may, as it has done at times in the past, contract-out the athletic trainer services. The District will notify the Association if this occurs. In the event no athletic trainers can be found, the District will seek emergency medical support for high contact sports.
- 11.9 Vacations or other planned absences should be scheduled outside the coaching season whenever feasible. If an employee is absent from coaching duties for more than one (1) consecutive day, for reasons other than illness or injury, or job-related absences the coach's pay under the coaching stipend may be adjusted accordingly to reflect such absence. This includes absences due to personal leave or vacations days taken by current certificated or classified employees.

Coaches are expected to hold all scheduled practices unless such practices must be canceled or rescheduled due to inclement weather, illness, or injury. If a coach determines it is necessary to cancel a practice for reasons beyond the above listed circumstances, the coach must first seek approval from the building Athletic Coordinator or building administrator.

## **PART IV EMPLOYEE BENEFITS**

### **ARTICLE 12 EMPLOYEE PROTECTION**

- 12.1 The Board shall provide employees with insurance protection covering those employees while engaged in the maintenance of order and discipline and the protection of school personnel and students and the property thereof. Such insurance protection must include liability insurance covering injury to persons and property, and insurance protecting those employees from loss or damage of their personal property incurred while engaged in any supervisory capacity as designated by the Board or their representatives.
- 12.2 The District will pay the cost for membership in the Washington State Coaches' Association for each paid coach, not to exceed a total of \$5,000. To participate, the coach must complete the required paperwork provided by the Athletic or Human Resources Department.
- 12.3 Acts of damage that are clearly recognizable as vandalism while an employee's vehicle is at a school sponsored event and while the employee is acting within the scope of their assigned employment obligations to the District, shall be covered by the individual's insurance policy, with the District reimbursing the amount of the deductible to a maximum of \$500.

### **ARTICLE 13 TRAINING**

- 13.1 For coaching positions, the District will continue to periodically provide and pay for First Aid and CPR classes at least two times per year – one before the start of school and one other time. In addition, the Athletic Coordinators and the Franklin Pierce Extra Curricular Athletic and Activities Association (FPEAAA) representatives may agree upon the offering of other related courses.
- 13.2 To the extent consistent with the salary placement provisions in the certificated CBA, the District will accept coaching/activity clinic/class hours for salary advancement on the certificated employee salary schedule.
- 13.3 The District will allocate \$125 per budgeted athletic coaching bargaining unit position to be pooled for athletic clinic/class fees and shall provide a quarterly accounting of the balance in each building to the FPEAAA and every Athletic Coordinator and coach. The District shall pay the cost of subs for up to six (6) district employees to attend pre-registered and pre-approved training on a school day. If more than six (6) employees are interested, the six employees will be selected by lottery. The District Athletic Director or designee will maintain and administer the funds for each school. Coaches will apply to the Athletic Director or designee for use of the funds. Schools may request to pool funds to bring a training to the District.
- a. The priority for use of the funds is for trainings that meet the WIAA coaching standards.
  - b. By May 1, if a building has remaining funds that have not been used or designated for use, the building may use the funds as follows: a coach may apply for approval of, or submit receipts for reimbursement for, the travel expenses (hotel, air or train fare) directly associated with attendance at an out-of-the-area athletic training or for other conference-related materials (videos, workbooks, textbooks). Funding of such activities must meet all other District requirements.
  - c. At the Athletic Director or designee's discretion, the funds may be used to pay for substitutes. Coaches will not misuse sick leave to attend training.
  - d. If after June 1, a building has remaining funds that have not been used or designated for use, the building's Athletic Coordinator may place a request with the Athletic Director or designee to use up to \$500 to purchase educational coaching material (i.e. videos, workbooks, textbooks).
  - e. Seventy-five (75) percent of funds not expended prior to September 1 of each year will be used

by the Athletic Director or designee to support the athletic program, including paying for speakers at coach and/or parent trainings, and/or the purchase of equipment and/or uniforms. Twenty-five (25) percent of funds not expended prior to September 1 of each year will be carried over.

## **PART V STATUS OF THE AGREEMENT**

### **ARTICLE 14 STATUS OF AGREEMENT**

- 14.1 This Agreement shall supersede any rules, regulations, policies, resolutions, or practices of the District which shall be contrary to or inconsistent with its terms.
- 14.2 This Agreement may be reopened on any item(s) during the term of the contract by mutual consent of the parties. Any modification of the Agreement will be by written mutual agreement of the parties.
- 14.3 If any employee's individual contract contains any language inconsistent with this Agreement, this Agreement shall be controlling.

### **ARTICLE 15 CONFORMITY TO LAW**

- 15.1 This Agreement shall be governed and construed according to the Constitution and laws of the State of Washington. If any provision of this Agreement or any application of this Agreement to any employee or groups of employees covered hereby shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of the Agreement shall continue in full force and effect. In the event a provision(s) is/are determined to be contrary to law, such provision shall be renegotiated.

### **ARTICLE 16 DISTRIBUTION OF AGREEMENT**

- 16.1 Following ratification signing of this Agreement, the District shall print this Agreement. The cost of printing and distributing of the Agreement shall be borne by the District. Twenty additional copies shall be provided to the Association.

### **ARTICLE 17 DURATION**

- 17.1 This Agreement shall be in effect from September 1, 2024, through August 31, 2027.
- 17.2 If the League adds a fifth sport season at the middle school level during the life of this agreement, the parties agree to a re-opener on this topic.

2024-2027 Collective Bargaining Agreement for FPEAAA

FRANKLIN PIERCE SCHOOL DISTRICT

BY Brandy Marshall  
Brandy Marshall, ED of HR & Business

7/17/2024  
Date

FRANKLIN PIERCE EXTRA-CURRICULAR ATHLETIC  
AND ACTIVITIES ASSOCIATION

BY [Signature]  
Terry Johnson, FPEA President

7/17/2024  
Date



**APPENDIX A  
2024-25 - HIGH SCHOOL ATHLETICS SCHEDULE**

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
<b><u>Group 1</u></b>			
<b><u>HEAD COACH</u></b>	8,157	8,611	9,064
Basketball (boys & girls)			
Football			
Wrestling (boys & girls)			
Special Olympics (When students compete in 3 sports)			
<b><u>ASSISTANT COACH</u></b>	5,713	6,189	6,511
Basketball (boys & girls)			
Football			
Wrestling (boys & girls)			
Special Olympics (When students compete in 3 sports)			
<b><u>Group 2</u></b>			
<b><u>HEAD COACH</u></b>	6,008	6,643	7,115
Baseball			
Cross Country (Co-ed)			
Soccer (boys & girls)			
Softball			
Track (boys & girls)			
Volleyball			
Special Olympics (When students compete in 2 sports)			
<b><u>ASSISTANT COACH</u></b>	4,206	4,652	4,980
Baseball			
Cross Country (Co-ed)			
Soccer (boys & girls)			
Softball			
Track (boys & girls)			
Volleyball			
Special Olympics (When students compete in 2 sports)			
<b><u>Group 3</u></b>			
<b><u>HEAD COACH</u></b>	4,986	5,583	6,049
Tennis (boys & girls)			
Golf (boys & girls; co-ed)			
Dance			
Bowling			
<b><u>ASSISTANT COACH</u></b>	3,491	3,905	4,235
Tennis (boys & girls)			
Golf (boys & girls; co-ed)			

SUMMER STIPEND      Contracted high school coaches may be allotted up to one thousand dollars (\$1000) per program for summer coaching activities.

**APPENDIX A  
2024-25 MIDDLE SCHOOL ATHLETICS SCHEDULE**

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
<b><u>Group 4</u></b>			
<b><u>HEAD COACH</u></b>	4,531	5,117	5,583
Baseball			
Basketball (boys & girls)			
Cross Country (Co-ed)			
Football			
Soccer			
Softball			
Track (boys & girls)			
Volleyball			
Wrestling (boys & girls)			
 <b><u>ASSISTANT COACH</u></b>	 3,454	 3,583	 3,905
Baseball			
Basketball (boys & girls)			
Cross Country (Co-ed)			
Football			
Soccer			
Softball			
Track (boys & girls)			
Volleyball			
Wrestling (boys & girls)			
 <b><u>OTHER ACTIVITIES</u></b>			
SAFETY PATROL	Certificated Hourly Rate		
CHEERLEADER ADVISOR	Step 1 - \$10,033; Step 2 - \$10,775; Step 3 – \$11,249		
ASST CHEER ADVISOR	Step 1 - \$5,050; Step 2 - \$5,583; Step 3 – \$6,049		
CLASS ADVISOR			
Freshman/Sophomore	\$2,048		
Junior	\$2,484		
Senior	\$3,060		
STEP TEAM	Step 1 - \$4,986; Step 2 - \$5,583; Step 3 – \$6,049		
DRILL TEAM	\$4,189		
FULL TIME ATHLETIC TRAINER	No less than \$40,000 for a full-time athletic trainer, but the District may advertise higher as necessary based on the market.		
PART TIME ATHLETIC TRAINER	\$21,644		
CHOREOGRAPHER	Certificated hourly rate, up to a total of 80 hours		
INTRAMURALS			
Middle School	Each middle school will be allocated 180 hours paid at certificated hourly rate for intramurals		
High School	Strength & Conditioning Coach (full year): \$7,886; may be split across seasons/individuals		
LONGEVITY STIPEND	5 years = \$300; 10 years = \$600; 15 years = \$900; 20 years = \$1200 per year (non-cumulative paid per position; pro-rated for split/partial stipends) Longevity eligibility shall be calculated by total years in the District as a coach, regardless of sport.		

For hourly employees who are not FLSA-exempt, the stipend is converted to an hourly rate by dividing the amount of the stipend by the number of hours anticipated and authorized in advance to complete the assignment.

## Appendix C Coaches Evaluation

Name \_\_\_\_\_ Building \_\_\_\_\_

Sport/Level \_\_\_\_\_ School Year \_\_\_\_\_

Years in Current Assignment \_\_\_\_\_ Date of Evaluation Conference \_\_\_\_\_

	<i>Unsatisfactory</i>	<i>Basic</i>	<i>Proficient</i>	<i>Distinguished</i>
<b>Standard 1: Ability to teach athletic skills</b>				
<ul style="list-style-type: none"> <li>• Motivates athletes using positive reinforcement-</li> <li>• Is knowledgeable of the techniques required to perform each skill (position, movement, stances, etc.) in the sport</li> <li>• Uses sound, up-to-date methods to teach skills and techniques (appropriate use of drills, scrimmage, etc.)</li> <li>• Uses current and applicable multi-media and visual aids effectively</li> <li>• Emphasizes good fundamental techniques and skills</li> <li>• Effectively evaluates athletes from drill performance, practice sessions, and games.</li> </ul>				

*Comments:*

	<i>Unsatisfactory</i>	<i>Basic</i>	<i>Proficient</i>	<i>Distinguished</i>
<b>Standard 2: Being a role model for students</b>				
<ul style="list-style-type: none"> <li>• Sets a positive example using professional language, conduct, and attire</li> <li>• <u>Demonstrates self-control at all times</u></li> <li>• Has a positive attitude and enthusiastic leadership</li> <li>• Demonstrates good sportsmanship</li> <li>• Is respectful toward officials</li> <li>• Is respectful towards and approachable by athletes</li> </ul>				

*Comments:*

	<i>Unsatisfactory</i>	<i>Basic</i>	<i>Proficient</i>	<i>Distinguished</i>
<b>Standard 3: Organization and planning</b>				
<ul style="list-style-type: none"> <li>• Follows district policy in purchasing equipment</li> <li>• Properly stores, cares for and manages equipment</li> <li>• Keeps up-to-date equipment and inventory records and submits those in at the end of the season</li> <li>• Makes certain all players are properly cleared through the school athletic department</li> <li>• Effectively plans daily practices</li> <li>• Plans for effective use of facilities and equipment</li> <li>• Works collaboratively with assistant and volunteer coaches within the sport</li> </ul>				

*Comments:*

	<i>Unsatisfactory</i>	<i>Basic</i>	<i>Proficient</i>	<i>Distinguished</i>
<b>Standard 4: Discipline of students</b>				
<ul style="list-style-type: none"> <li>• Respects students' rights</li> <li>• Is fair and consistent in discipline</li> <li>• Has a written plan for rules, regulations, discipline, and consequences, and effectively communicates with parents and athletes</li> <li>• Uses appropriate player discipline and disciplinary procedures</li> </ul>				

*Comments:*

	<i>Unsatisfactory</i>	<i>Basic</i>	<i>Proficient</i>	<i>Distinguished</i>
<b>Standard 5: Cooperation with total athletic program</b>				
<ul style="list-style-type: none"> <li>• Understands the role of athletics in education and supports the concept of the student athlete</li> <li>• Supports the objectives of the athletic program</li> <li>• Supports other sports in the program</li> <li>• Supports other coaches in the program</li> </ul>				

*Comments:*

	<i>Unsatisfactory</i>	<i>Basic</i>	<i>Proficient</i>	<i>Distinguished</i>
<b>Standard 6: School/community relations</b>				
<ul style="list-style-type: none"> <li>• Cooperates with school staff, parents, and community</li> <li>• Is respectful towards parents</li> <li>• Has good rapport with community and organized support groups</li> <li>• Promotes the sport within and outside of school</li> </ul>				

*Comments:*

	<i>Unsatisfactory</i>	<i>Basic</i>	<i>Proficient</i>	<i>Distinguished</i>
<b>Standard 7: Concern for safety and welfare of students</b>				
<ul style="list-style-type: none"> <li>• Maintains current first aid and CPR certification</li> <li>• Is knowledgeable about the factors related to exercise and good general health habits</li> <li>• Follows district injury protocol</li> <li>• Ensures high school athletes receive written clearance from the Certified Athletic Trainer to return to play and middle school athletes receive written clearance from a physician.</li> <li>• Uses proper measures for prevention of injuries</li> <li>• Supervises facilities, locker rooms, and sports area</li> <li>• Supervises athletes and coaching staff (before, during and after events when representing the school)</li> </ul>				

*Comments:*

	<i>Unsatisfactory</i>	<i>Basic</i>	<i>Proficient</i>	<i>Distinguished</i>
<b>Standard 8: Professional preparation/development</b>				
<ul style="list-style-type: none"> <li>• Attends clinics, workshops, seminars, or courses relating to athletic coaching <u>in order to</u> maintain current certifications</li> <li>• Completes required annual tests prior to the beginning of the sports season</li> <li>• Attends all pre-, during, and post-season coaches' meetings at school, <u>district</u> and league level</li> <li>• Follows the policies of the school, district, and the WIAA rules governing athletics</li> <li>• Stays current with the trends for the sport</li> </ul>				

*Comments:*

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Administrator Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX C**  
**Franklin Pierce Schools**  
**Standards and Indicators for Coaching and Athletics**

	Unsatisfactory	Basic	Proficient	Distinguished
<b>(S1)</b> Ability to teach athletic skills	S1.1 Does not appropriately motivate athletes.	Demonstrates partial awareness of motivation of athletes, but is not consistent with all athletes and at all times.	Demonstrates quality motivational practices on a consistent basis with all level of athletes in the program at all times.	In addition to being proficient, a coach exceeding the standard is recognized by peers as a mentor and expert in the area.
	S1.2 Is not knowledgeable about skill techniques in sport.	Is knowledgeable about some of the positions in the sport.	Displays consistent knowledge about each position in the sport and is able to properly demonstrate correct technique and movements for each athlete on their teams.	
	S1.3 Uses out of date methods and techniques.	Begins to demonstrate the appropriate use of current drills, scrimmaging, time on task and sound skill practice.	Consistently runs practices that utilize time on-task for all athletes, appropriate skill level training, appropriate combinations of drills and scrimmage, and safe and sound skill and technique coaching.	
	S1.4 Does not use instructional media effectively.	Inconsistently uses outdated multi-media and visual aids. Occasionally watches game or competition film.	Uses current and applicable multi-media and visual aids to assist in teaching athletic skill and technique. Coach uses appropriate game and practice film to analyze, reflect and teach.	
	S1.5 Does not emphasize fundamental techniques and skills.	Good fundamental techniques and skills are occasionally emphasized and monitored and feedback is inconsistent.	Good fundamental techniques and skills are consistently emphasized by coach, including consistent monitoring and appropriate feedback.	
	S1.6 Does not evaluate team personnel.	Occasionally evaluates some athletes with effective techniques for drill performance, practice sessions and games.	Consistently evaluates all athletes from drill performance, practice sessions, and games, and discusses evaluation techniques with athletes.	
<b>(S2)</b> Being a role model for students	S2.1 Does not set a positive example for students and uses inappropriate language, conduct and attire.	Inconsistently sets a positive example to students through occasional use of inappropriate language, conduct, and attire.	Coach sets a positive example to students using professional language, conduct, and attire at all times.	In addition to being proficient, a coach exceeding the standard is recognized by peers as a mentor and expert in the area.
	S2.2 Does not demonstrate self-control.	Inconsistently demonstrates self-control.	Coach demonstrates self-control at all times.	
	S2.3 Does not demonstrate a positive attitude towards athletes, school and/or sport.	Occasionally has a positive attitude and enthusiastic leadership, and/or is not consistent with athletes and coaches.	Coach consistently demonstrates a positive attitude regarding all aspects of the sport and coaching, and demonstrates enthusiastic and positive leadership to athletes and coaches.	
	S2.4 Demonstrates poor sportsmanship towards athletes, coaches and teams.	Occasionally demonstrates good sportsmanship towards athletes, coaches and teams.	Coach consistently demonstrates good sportsmanship to all athletes, coaches and teams.	
	S2.5 Does not demonstrate respect towards officials.	Demonstrates respect towards officials a majority of the time.	Coach consistently demonstrates respect to officials including, verbal and non-verbal communication.	

	Unsatisfactory	Basic	Proficient	Distinguished
	S2.6 is not respectful towards or approachable by athletes	Is occasionally respectful towards and approachable by some athletes.	Coach is consistently respectful and approachable by all athletes in the program.	
<b>(S3) Organization and planning</b>	S3.1 Does not follow district policy in purchasing equipment.	Occasionally follows district policy a majority of the time when purchasing equipment.	Coach consistently follows district policy in purchasing equipment.	In addition to being proficient, a coach exceeding the standard is recognized by peers as a mentor and expert in the area.
	S3.2 Does not keep an up to date equipment and inventory record.	Keeps a partial or out-of-date equipment and inventory record.	Coach keeps an organized and up-to-date equipment and inventory records and submits those at the end of the season.	
	S3.3 Allows athletes to participate that are not properly cleared through the school athletic department.	While athletes are cleared to participate, documentation is inconsistent and athletic rosters are not provided to the athletic department in a timely manner.	Coach insures that all athletes are properly cleared to participate through the school athletic department, maintains documentation throughout the entire season, and submits a current roster to the athletic department on a regular basis.	
	S3.4 Does not plan effective daily practices and/or does not produce written daily practice plans.	Practices are not well planned out and coach does not consistently produce written daily practice plans.	Coach consistently demonstrates effective planning of daily practices including detailed and organized daily practice plans and shares these plans with the other coaches in the program.	
	S3.5 Does not plan or communicate effectively regarding use of facilities and equipment.	Occasionally plans and communicates effectively regarding use of facilities and equipment.	Coach consistently plans for effective use of facilities and equipment and demonstrates effective communication with others regarding facilities.	
	S3.6 Does not collaborate with other coaches within the sport.	Occasionally collaborates with other coaches within the sport.	Coach consistently collaborates with assistant and volunteer coaches within the sport.	
<b>(S4) Discipline of students</b>	S4.1 Fails to respect the rights of athletes.	Occasionally respects the rights of athletes.	Coach consistently demonstrates respect for the rights of all athletes.	In addition to being proficient, a coach exceeding the standard is recognized by peers as a mentor and expert in the area.
	S4.2 Does not demonstrate fair and consistent discipline.	Inconsistently demonstrates fair and consistent discipline.	Coach demonstrates fair and consistent discipline for all athletes, in all situations, and maintains this throughout the entire season.	
	S4.3 Does not have a written plan for rules, regulations, discipline and consequences and/or has not communicated expectations with parents and athletes.	Written plan is limited and does not fully explain expectations for rules, regulations, discipline, and consequences, and is not communicated effectively with parents and athletes.	Coach has a written plan for rules, regulations, discipline, and consequences and has effectively communicates the expectations with parents and athletes.	
	S4.4 Does not use appropriate player discipline and disciplinary procedures.	Occasionally uses appropriate player discipline and disciplinary procedures.	Coach consistently uses appropriate player discipline and disciplinary procedures.	
<b>(S5) Cooperation with total program</b>	S5.1 Does not support the role of athletics in education or the concept of the student athlete.	Demonstrates a limited understanding of the role of athletics in education and/or inconsistently supports and assists athletes to be successful in school.	Coach demonstrates an understanding of the role of the student athlete and supports and assists athletes to be successful first school and then athletics.	In addition to being proficient, a coach exceeding the standard is recognized by peers as a mentor and expert in the area.
	S5.2 Does not know or support the objectives of the athletic program.	Occasionally supports and is positive regarding the objectives of the athletic program.	Coach consistently supports the objectives of the athletic program, and positively engages athletes, parents, peers, and the community.	

	Unsatisfactory	Basic	Proficient	Distinguished
	55.3 Does not support other sports in the program.	Occasionally supports some of the other sports in the program.	Coach consistently supports other sports in the school.	
	55.4 Does not support other coaches in the program. Has incidences where they are not positive or supportive of other coaches in the program.	Usually supports other coaches in the program. Interactions are not consistently positive and/or supportive of the overall objective of the athletic program.	Coach consistently supports other coaches in the program. Interactions are positive and supportive of the overall objective of the athletic program.	
(56) School/ community relations	56.1 Lacks cooperation with school staff, parents and community.	Occasionally cooperates with school, staff, parents and community.	Coach consistently cooperates with school, staff, parents and community, and is actively involved with community and school relations.	In addition to being proficient, a coach exceeding the standard is recognized by peers as a mentor and expert in the area.
	56.2 Fails to show respect to parents and/or does not respond to parent inquiries.	Occasionally shows respect to parents and/or is slow to respond to parent inquiries	Coach consistently shows respect towards parents, responding to parent inquiries in a timely manner.	
	56.3 Does not have good rapport with community and organized support groups.	Positive interactions with community and some organized support groups is inconsistent.	Coach demonstrates a good rapport with the community and organized support groups	
	56.4 Does not promote the sport within or outside the school and does not communicate with the feeder schools in the district.	Promotes the sport within and outside of school with minimal enthusiasm and has limited interaction with feeder schools in the district.	Coach positively promotes the sport within and outside of school and; communicates with feeder schools in the district	
(57) Concern for safety and welfare of students	57.1 Does not achieve or maintain current first aid and CPR certification.	Achieves first aid and CPR certification after the beginning of the season.	Coach achieves and maintains current first aid and CPR certification prior to the start of season.	In addition to being proficient, a coach exceeding the standard is recognized by peers as a mentor and expert in the area.
	57.2 Does not demonstrate an understanding of the factors related to exercise and good general health habits.	Demonstrates a partial knowledge about factors related to exercise and good general health habits, but seldom uses these principles when working with athletes.	Coach demonstrates knowledge about factors related to exercise and good general health habits, consistently applies these principles when working with athletes, and actively teaches and is an example to athletes regarding these concepts.	
	57.3 Does not follow district injury protocol.	Occasionally follows district injury protocol, and does not effectively communicate the protocol to parents.	Coach demonstrates knowledge of district injury protocol and consistently follows the protocol, including clear communication with parents and medical staff.	
	57.4 Allows high school athletes to return to play without written clearance from the Certified Athletic Trainer and middle school athletes without written clearance from a physician.	Inconsistently ensures high school athletes receive written clearance from the Certified Athletic Trainer to return to play and middle school athletes receive written clearance from a physician.	Coach consistently ensures high school athletes receive written clearance from the Certified Athletic Trainer to return to play and middle school athletes receive written clearance from a physician. Coach clearly communicates and works collaboratively with medical staff and other coaches in program regarding injuries.	
	57.5 Does not use proper measures to prevent injuries.	Occasionally uses proper measures for prevention of injuries, prevention strategies are out-of-date and/or inconsistent.	Coach consistently uses proper measures for prevention of injuries including proper warm-up, cool-down, hydration, equipment, and facilities.	
	57.6 Does not supervise facilities, locker rooms and sports area.	Mostly supervises and secures facilities.	Coach consistently supervises and secures all facilities, locker rooms, and sports areas	

	Unsatisfactory	Basic	Proficient	Distinguished
	57.7 Does not supervise athletes and coaching staff before, during, and after events. Does not supervise on buses, home and away games, or until all athletes are off of school grounds.	Occasionally supervises athletes and coaching staff before, during, and after events, does not consistently supervise on buses, home and away games or until all athletes are off of school grounds.	Coach consistently supervises athletes and coaching staff before, during, and after events, including supervision on buses, home and away games, and until all athletes are off of school grounds.	
(58) Professional preparation/ development	58.1 Does not attend clinics, workshops or seminars and is not current in certifications.	Infrequently attends clinics, workshops or seminars and is occasionally current in certifications.	Coach attends clinics, workshops, seminars, or courses related to athletic coaching to maintain current certifications.	In addition to being proficient, a coach exceeding the standard is recognized by peers as a mentor and expert in the area.
	58.2 Fails to complete annual coaching tests.	Coach completes annual coaching tests in compliance with WIAA standards.	Coach completes required annual testing prior to the sports season and contact with athletes.	
	58.3 Fails to attend all pre, during and post season coaches meeting at all levels.	Coach occasionally attends meetings at school, district and league levels and/or communication of information to all coaches in program is consistent.	Coach attends all pre, during and post season coaches meeting at school, district, and league level and communicates material to all coaches in program.	
	58.4 Does not follow the policies of the school, district, and WIAA.	Occasionally follows the policies of the school, district, and WIAA rules governing athletics.	Coach consistently demonstrates an understanding of and follows the policies of the school, district, and WIAA rules governing athletics.	
	58.5 Does not stay current with the trends of the sport including training, rules, safety, and equipment.	Occasionally stays current with the trends for the sport including training, rules, safety, and equipment.	Coach consistently demonstrates the ability to stay current with the trends for the sports including training, rules, safety, and equipment.	



**APPENDIX D**

**Franklin Pierce School District  
Assistant Coach Performance Feedback**

**Employee Name:** \_\_\_\_\_

**Employee Position:** \_\_\_\_\_

**School Year / Season:** \_\_\_\_\_

**Head Coach:** \_\_\_\_\_

**Strengths:**

**Areas for Growth / Recommendations:**

**Additional Comments:**

**Administrator Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Employee Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

(Employee signature acknowledges receipt, not necessarily agreement)

**APPENDIX E  
EXTRA WORK PAY SCHEDULE (LUMP SUM)**

The following criteria shall be used to determine salary amounts included in this salary schedule:

I. Hours Involved: 1 to 9 points

100 - 114 = 1	115 - 129 = 2	Practice days = 3 hours
130 - 144 = 3	145 - 159 = 4	
160 - 174 = 5	175 - 189 = 6	Game Days = 4 to 5 hours
190 - 204 = 7	205 - 219 = 8	
220 Up = 9		

II. Length of Season (Days): 1 to 9 points

35 - 39 = 1	40 - 44 = 2
45 - 49 = 3	50 - 54 = 4
55 - 59 = 5	60 - 64 = 6
65 - 69 = 7	70 - 74 = 8
75 Up = 9	

III. Student Participants Per Coach: 1 to 9 points

10 - 12 = 1	13 - 15 = 2
16 - 18 = 3	19 - 21 = 4
22 - 24 = 5	25 - 27 = 6
28 - 30 = 7	31 - 33 = 8
34 Up = 9	

IV. Equipment: 0 to 3 points

None	=	0
Some	=	1
Considerable	=	2
Extensive	=	3

V. Night/Saturday Contests: 0 to 9 points (1 point per contest)

As scheduled by the league and approved by the District.

VI. Pressure/Responsibility: 0 to 8 points

- A. Risk in injury to participants (0 to 2)
- B. Preparation of Facilities (0 to 2)
- C. Playing Conditions (0 to 2)
- D. External Pressure (0 to 2)

VIII. Classifications

- A. Group I 30 points and up
- B. Group II 20 points and up
- C. Group III 10 points and up
- D. Group IV Middle School

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
FRANKLIN PIERCE SCHOOL DISTRICT  
AND  
FRANKLIN PIERCE ATHLETICS AND ACTIVITIES ASSOCIATION**

**Background:** In 2011-2012, the schedule was modified at Keithley Middle School (“Keithley”) to allow for more efficient bus transportation to and from Keithley. The schedule change has resulted in a discrepancy between the number of hours middle school coaches at Keithley and Ford Middle School (“Ford”) must supervise their student-athletes before the activity bus transports the students home after school. Middle school supervision requirements necessitate Keithley coaches to coach or supervise students for approximately three hours between the end of the regular school day and the time that the activity buses pick up athletes to transport them home. In contrast, Ford coaches only coach or supervise students for approximately two hours per day.

To ameliorate the impact the discrepancy has on Keithley coaches, the District and FPEAAA have agreed as follows.

**Agreement:**

1. The District shall provide Keithley certificated coaches a five-hundred-and-thirty-eight-dollar (\$538.00) stipend per sport in recognition of the additional hour they must supervise students on each day when after-school practice is held.
2. Keithley classified coaches shall continue to receive pay for hours worked as required under federal and state wage and hour laws.
3. The parties may, at any time during the duration of this MOU, call a labor management meeting to discuss possible solutions for eliminating the time discrepancy.
4. This MOU shall remain in effect as long as the one-hour disparity remains in effect, provided that this MOU will expire at the end of the 2024-2027 collective bargaining agreement unless the parties agree in writing to extend it.

FPEAAA



Terry Johnson

Date

7/17/2024

FRANKLIN PIERCE SCHOOL DISTRICT



Brandy Marshall

Date

7/17/2024